

# LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD

## BIDDERS' INFORMATION CONTRACT DOCUMENTS AND SPECIFICATIONS

CONTRACT NUMBER: B20-09-029



### NAVAJO COUNTY

Public Works Department

100 W Public Works Drive

PO BOX 668

Holbrook, AZ 86025

### BOARD OF SUPERVISORS

Lee Jack, Sr., District I

Jesse Thompson, District II

Jason E. Whiting, District III

Steve Williams, District IV

Dawnafe Whitesinger, District V

### COUNTY MANAGER

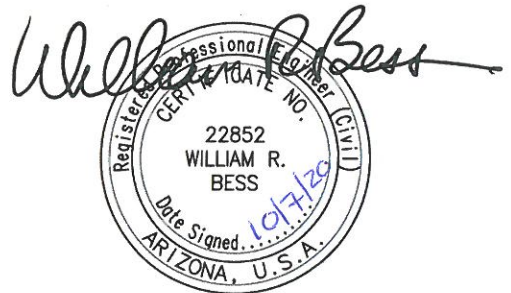
Glenn Kephart, P.E.

### CLERK OF THE BOARD

Melissa Buckley

### PUBLIC WORKS DIRECTOR

John Osgood



# TABLE OF CONTENTS

## Section I: Notice of Invitation for Bids

Notice of Invitation for Bids.....CFB-1

## Section II: General Provisions

General Provisions.....GP-1 to GP-13

## Section III: Plans and Drawings

Cannon Consultants, LLC - Construction Drawings (Separate Attachment) .....Sheet 1 to 2

## Section IV: Contract Forms

Contract.....C-1 to C-2

Contract Performance Bond.....CPB-1

Labor and Materials Bond.....LMB-1

Contract Performance Warranty.....CPW-1

Example Certificate of Insurance.....CERT-1

## Section V: Bid Forms

Bidder's Checklist.....CK-1

Proposal.....P-1 to P-2

Bidding Schedule.....BS-1

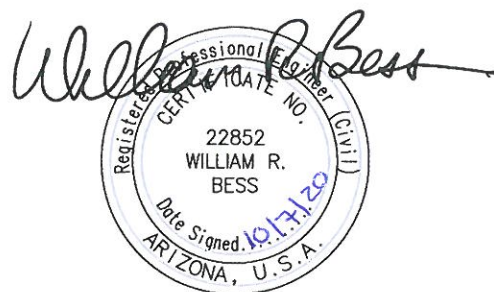
Bid Bond.....BB-1

Affidavit of Non-Collusion .....ANC-1

Subcontractor Certification.....SC-1

Statement of Equipment.....SE-1

Contractors Qualifications.....CQ-1



## SECTION I: NOTICE OF INVITATION FOR BIDS



NAVAJO COUNTY

# NOTICE OF INVITATION FOR BIDS

**B20-09-029 LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD**

Notice is hereby given that the Navajo County Board of Supervisors is seeking bids from qualified contractors proficient with angle iron repairs, rivets, and structural bolts for the Little Colorado River Bridge located at Woodruff-Snowflake Road South of the Woodruff Community in Navajo County.

Interested offerors may obtain a copy of this solicitation by calling (928) 524-4100 or may pick up a copy of the proposal package at 100 W. Public Works Drive, Holbrook, Arizona at the Public Works Department, or may download the package from the Navajo County website: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>.

**Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, P.O. Box 668, Holbrook, Arizona 86025, until the time and date shown below. Bids received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of amendments with the solicitation response may be grounds for deeming submittal non-responsive.**

Bids must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office.

Bids must be submitted in a sealed envelope. The *IFB number* and the *bidder's name and address* should be clearly indicated *on the outside* of the envelope. Failure to clearly indicate IFB number, name and address on the outside of the bid package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be addressed to the contact listed below.

<b>IFB NUMBER:</b>	B20-09-029
<b>IFB DUE DATE:</b>	NOVEMBER 4, 2020 AT 3:00 P.M. LOCAL AZ TIME
<b>PUBLIC BID OPENING DATE:</b>	NOVEMBER 4, 2020 AT 3:15 P.M. LOCAL AZ TIME
<b>SUBMITTAL LOCATION:</b>	Navajo County, Clerk of the Board of Supervisor's 100 E. Code Talkers Drive, P.O. Box 668, Holbrook, Arizona 86025

## NON-MANDATORY ZOOM

**PRE-SUBMITTAL CONFERENCE CALL:** OCTOBER 21, 2020 AT 1:00 P.M. LOCAL AZ TIME  
<https://zoom.us/j/95985839252?pwd=Y3F0M0ZvbkhWlNsVGy3cXZsbUJoZz09>  
Call in #: 1-253-215-8782  
Meeting ID: 959 8583 9252  
Passcode: 989167

**DIRECT WRITTEN QUESTIONS TO:** Cheryl Hollins, Procurement Officer  
(928) 524-4100  
[Cheryl.Hollins@navajocountyaz.gov](mailto:Cheryl.Hollins@navajocountyaz.gov)

White Mountain Independent  
10/09/2020 & 10/13/2020 - Publish Date(s)  
Holbrook Tribune  
10/14/2020 & 10/21/2020 - Publish Date(s)



B20-09-029

CFB-1

10/5/2020



## SECTION II: GENERAL PROVISIONS

# GENERAL PROVISIONS

## **LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD NAVAJO COUNTY, ARIZONA, CONTRACT #B20-09-029**

This is an invitation for proposals to provide repairs to the Little Colorado Bridge located at Woodruff-Snowflake Road in Navajo County (Owner). The work includes removing bolts from a damage angle iron (1 of 4 angles associated with member), fabrication of a splice per the prepared drawings, prepping the surfaces, drilling a hole in the existing damaged member, and installing splice with new structural bolts. It is the responsibility of the contractor to secure the bridge while work is being completed and overnight should the contractor need more time. Navajo County will place advanced warning and signs installed leading up to the boundary managed by the contractor. Each bidder must submit a complete proposal. Navajo County will award to the lowest responsible, responsive bidder. Quantities in the contract documents are estimates only. The contractor will be required to complete the project during the year within 30 calendar days after Navajo County issues a Notice to Proceed, or as indicated in the Notice to Proceed. Navajo County will work with the successful bidder on setting an effective date for the Notice to Proceed.

Navajo County may make such investigation as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to Navajo County all such information and data for this purpose. Navajo County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Navajo County reserves the right to reject any or all proposals, to waive or decline to waive irregularities in any bid, or to withhold the award for any reason it may determine, and also reserves the right to hold any or all bids for a period of sixty days after the date of the opening thereof. No bidder may withdraw a bid during this sixty-day period.

The Contractor shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction for "**LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County, Arizona, Contract #B20-09-029**" in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a workmanlike and a substantial manner and to the satisfaction of the County Engineer, and strictly pursuant to and in conformity with the Specifications prepared by the County Engineer, and with such modifications of the same and other documents that may be made by the Owner through the County Engineer, or his properly authorized agents, as provided herein. Contractor shall maintain insurance as stated in ADOT Standard Specifications Section 107.14 throughout the term of the contract.

It is the intention of Navajo County that prices quoted shall remain firm during the term of this contract.

Following substantial completion of the work by the contractor and correction of punch list items, Navajo County will re-install all required traffic control devices and finalize project.



All correspondence, invoices, bonds, insurance certificates, materials certifications, and other documents shall be addressed to:

**Navajo County Public Works Department  
P.O. Box 668  
Holbrook, AZ 86025**

## Project Specifications:

The work embraced herein shall be performed in accordance with the requirements of the following documents.

## Standard Specifications:

The following Standard Specifications are part of the bid and contract documents and shall be considered as binding on the work as if reproduced herein. Wherever reference in these Standards is made to Arizona Department of Transportation (ADOT), the Owner or the Department, it shall imply Navajo County and/or the Navajo County Public Works Department. The terms "Transportation Board" or "Transportation Commission" shall imply the Navajo County Board of Supervisors:

- Arizona Department of Transportation (ADOT), Standard Specifications for Road and Bridge Construction, Edition of 2008 (Pub. # 31-066)
- Arizona Department of Transportation Materials Testing Manual Series 900
- Manual on Uniform Traffic Control Devices for Streets and Highways (with Arizona Supplement), current edition
- Maricopa Association of Governments Uniform Specifications for Public Works Construction (MAG)

The Proposal Pamphlet and Non-bid Pamphlet, which include the following documents:

- These General Provisions
- Cannon Consultants, LLC – Construction Drawings (2 Sheets)

## Bid Submission

IN SUBMITTING A BID, THE HOLDER OF THE PROPOSAL PAMPHLET SHALL COMPLETELY EXECUTE THE FOLLOWING DOCUMENTS:

- CHECKLIST, INCLUDING ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
- PROPOSAL
- BIDDING SCHEDULE
- SURETY (BID) BOND
- AFFIDAVIT OF NON-COLLUSION
- SUBCONTRACTOR CERTIFICATION
- STATEMENT OF EQUIPMENT
- CONTRACTORS QUALIFICATIONS

## Eligibility for Cooperative Purchasing:

The project does not qualify for Cooperative Purchasing.



## Proposal Guaranty:

Each bidder is advised that a proposal guaranty is required in amount of not less than ten percent (10%) of the full value of the bid.

## Contract Documents

The bidder to whom an award is made will be required to execute a Performance Bond and a Payment Bond, each having a penalty of one hundred percent (100%) of the amount of the contract, an Insurance Certificate, and the Contract Agreement.

Sample copies of these documents are included in the Proposal Pamphlet, which is furnished to prospective bidders.

**The documents are identified as follows:**

- Contract Performance Bond
- Labor and Materials Bond
- Contract Agreement
- Example Certificate of Insurance

## Copies of Project Documents:

The contractor shall receive 2 bound contract books with the signed contract.

Any additional copies of project documents required beyond the above distribution will be available at the invoice cost of printing by ordering through the Engineer.





# ARIZONA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008 (PUB. #31-066)

*THE ARIZONA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EDITION OF 2008 (PUB. #31-066) ARE MODIFIED AS FOLLOWS FOR THE LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County, Arizona, Contract B20-09-029*

## SECTION 101: Definitions and Terms

### 101.01 Abbreviations

*Add the following to the Standard Specifications:*

**NCPWD:** Navajo County Public Works Department

### 101.02 Definitions

*Add and/or change to the Standard Specifications:*

**ADDITIVE ALTERNATE:** An item that may be added to the contract for related work or for alternate materials if the alternate is in the best interests of Navajo County.

**AGENT:** The Navajo County Board Public Works Department is the Contracting Agent for all work included in this contract.

**AWARD:** The acceptance by Navajo County of the successful bidder's proposal.

**BIDDER:** Any individual, partnership, firm, or corporation acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

**BOARD OF SUPERVISORS:** The governing body of Navajo County acting under the authority of the laws of the State of Arizona.

**CERTIFIED FLAGGER:** An individual who has been trained and certified by the Arizona Department of Transportation, an Arizona County or Municipal agency, the Federal Highway Administration, or the Highway agency of another state to control traffic in a construction zone within the past three years. Individuals certified outside Arizona must also exhibit familiarity with Arizona laws.

**CONTRACTOR'S ENGINEER:** The Arizona Registered Professional Civil Engineer, individual, partnership, firm, or corporation duly authorized by Contractor to be responsible for engineering supervision, quality control, and certification of the contract work.

**DEPARTMENT:** The Navajo County Public Works Department.

**DIRECTOR:** The Navajo County Director of Public Works and County Engineer.



**ENGINEER:**

The County Engineer acting under the authority of Arizona Revised Statutes § 11-562 and derivative Navajo County policies and ordinances, or his designated representative, in matters relating to contract development, administration and construction activities. The use of the word Engineer without any modifiers in these specifications relates to the County Engineer, Assistant County Engineer, Project Engineer, Project Manager, or Road Inspectors within the limits of their authority.

**INSPECTOR:**

An authorized representative of the Engineer assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor. This includes Deputy Directors of Public Works, Highways Manager, Road Supervisors, Road Maintenance Foremen, and Engineer as defined above.

**INSPECTOR'S OVERTIME PAY:** Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having worked overtime without prior written approval from the Engineer, or with less than two working days' notice of the requested overtime. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor for approval. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

**INTENTION OF TERMS:**

Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

The words "shall" or "must" are mandatory actions by the Contractor. "Should" implies a preferred or recommended action, and "may" is a permissible action.

**LABORATORY:**

A testing laboratory as may be designated or approved by the Engineer to test construction materials and products.

**NOTICE TO PROCEED:**

A written notice to the Contractor notifying him/her of the date to start performing the obligations required by the contract documents. The Work Order for a specific work unit.



<b><u>OVERTIME HOURS:</u></b>	Any and all hours worked which are other than a normal work week as defined herein. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Engineer's discretion to provide an Inspector at the work site to ensure compliance during any and all overtime hours worked.
<b><u>OWNER:</u></b>	The term Owner shall mean Navajo County.
<b><u>PAY ITEM:</u></b>	A specific unit of work for which a price is provided in the contract. All Pay Items on this contract will be measured in Standard English units.
<b><u>PROJECT:</u></b>	The scope of work for accomplishing specific tasks as described in these documents.
<b><u>WORK WEEK:</u></b>	A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday.

## SECTION 102: Bidding Requirements and Condition

### 102.04 Contents of the Proposal Pamphlet

*The second and third paragraphs of the Standard Specifications are revised to read:*

All papers bound with or attached to the proposal pamphlet are considered a part thereof. The project plans, specifications, Standard Drawings and other documents designated in the proposal pamphlet, will be considered a part of the proposal whether attached or not.

### 102.06 Interpretation of Quantities in the Bidding Schedule

*Add to the Standard Specifications:*

Bidders shall bid all work items. Bidding \$0.00 or leaving a blank space in the unit price or extended price column shall render the bid non-responsive.

### 102.07 Examination of Plans, Specifications, and the Site of the Work

*Revise the first paragraph of the Standard Specifications to read:*

The bidder shall examine the site of the proposed work and all documents pertaining to the work before submitting a Proposal. If no site investigation is performed, the bidder is responsible for all site conditions that should have been discovered had the reasonable site investigation been performed. It is mutually agreed that the submission of a Proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished as to the requirements of the proposed contract.



A **Non-Mandatory** pre-bid conference call is scheduled for **October 21, 2020 at 1:00 p.m., MST**, as indicated in the "Notice of Invitation for Bids".

## 102.07 Examination of Plans, Specifications, and the Site of the Work

*Replace the fourth paragraph of the Standard Specifications*

Any request for explanation of the meaning or interpretations of the contract shall be submitted no later than **12:00 p.m. M.S.T., October 28, 2020** to allow a reply to reach all bidders before submission of their Bid Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be published on the Navajo County website (<http://www.navajocountyaz.gov/Departments/Finance/Procurement>) by end of day on **October 30, 2020**. Written request(s) shall be directed to the contact identified in the "Notice of Invitation for Bids."

## 102.08 Preparation of Proposal

*Of the Standard Specifications is revised to read:*

### (A) GENERAL

The bidder shall prepare and submit its proposal on the paper forms furnished by the Department in the proposal pamphlet.

The bidder shall submit its proposal exclusively on the paper proposal pamphlet forms.

### (B) PROPOSAL PAMPHLET PAPER SUBMITTAL

Proposals submitted using the paper format shall be only upon the forms furnished by the Department. No consideration will be given to any purported proposals on other forms, or to any request to modify or change a proposal.

The bidder shall complete and fully execute all required forms listed under "Bid Submission" in the special provisions. Proposal pamphlets are not transferable.

The bidder shall specify a unit price, in figures, for each pay item for which a quantity is given in the Bidding Schedule and shall also show the amount extended, as the product of the quantity given and the unit price indicated for each bid item, in the column provided for that purpose. The total amount of the bid shall be obtained by adding the amounts of the several items.

In the event that more than two decimal places are used in representing a unit price, all digits beyond the second decimal place will be truncated and the extended amount for the affected item(s) and the total bid will be recomputed accordingly.

An individual bidder shall clearly show his/her name, post office address and signature.

A general partnership bidder shall clearly show the name and post office address of each member of the partnership and the signature of one or more members of the partnership.





A limited partnership bidder shall clearly show the name and post office address of each member of the partnership and the signature of one or more general partners.

A joint venture bidder shall clearly show the name and post office address of each member or officer of the firms and the signature of one or more members or officers of each firm represented by the joint venture.

A corporate bidder shall clearly show the names, titles and business addresses of the president, vice president, secretary and treasurer; the name of the corporation; the state in which the corporation was incorporated; and the signatures of one or more officers of the corporation or by a legally qualified agent of the corporation acceptable to the Department. Evidence of authority of the signing officer(s) to submit a proposal on behalf of the corporation shall either be attached thereto or be on file with the Department. If the corporation is incorporated in any state other than the State of Arizona, the corporation shall submit to the Department, prior to the award of contract, proof from the Arizona Corporation Commission that it has been granted authority to do business in the State of Arizona.

## 102.09 Non-Collusion Certification

*Of the Standard Specifications is revised to read:*

Bidders making their submittal using the paper forms in the Proposal Pamphlet shall complete the Non-Collusion Certificate included with the proposal form. This form shall be executed by or on behalf of the person, firm, association or corporation submitting the bid, in the following form:

The bidder certifies that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1 of the Arizona Revised Statutes, neither it nor anyone associated with the company, firm, corporation, or individual has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the above-referenced project.

## 102.10 Irregular Proposals:

*Of the Standard Specifications is revised to read:*

(A) Proposals may be considered irregular and may be rejected for any of the following reasons:

- (1) If any of the proposal documents show unauthorized alterations of any kind.
- (2) If the proposal contains conditional or uncalled for alternate bids.
- (3) If the proposal documents contain erasures not initialed by the person or persons signing the proposal.
- (4) *If there is a submission of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.*



- (5) *If the bid is mathematically unbalanced.*
- (6) *If the bid is materially unbalanced.*
- (7) *If the bidder fails to sign the non-collusion certificate when submitting a bid in the paper format.*

(B) Proposals will be considered irregular and will be rejected for any of the following reasons:

- (1) *If the proposal or bidding schedule is on a form other than that furnished by the Department.*
- (2) *If the bidder or surety fails to provide a proposal guaranty as specified in Subsection 102.12.*
- (3) *If the bidder fails to sign the proposal.*
- (4) *If the bidding schedule does not contain a unit price for each pay item listed.*
- (5) *If the bidder fails to include a completed equipment list and subcontractor/supplier list*

## 102.11 Delivery of Proposals

*Of the Standard Specifications is revised to read:*

For submittals made in accordance with 102.08(B), each proposal, together with the required proposal guaranty, shall be placed in an envelope and the envelope shall be sealed. The envelope shall be plainly marked "***Bid for LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County, Arizona, Contract No. B20-09-029.***" All proposals shall be submitted prior to the time specified for submission of bids and at the place specified in the Notice of Invitation for Bids. Proposals received after the specified time will be returned to the bidder unopened. Bids will be publicly opened and read aloud as specified in the "Notice of Invitation for Bids."

## 102.12 Proposal Guaranty:

*Of the Standard Specifications is revised to read:*

### (A) GENERAL

The bidder shall provide a proposal guaranty payable to Navajo County for ten percent (10%) of the total of the bid.

The surety (bid) bond shall be executed by the bidder and a surety company or companies holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance. The agent for the surety shall be licensed to act as an insurance agent in Arizona.



Bidders submitting paper proposals in accordance with Subsection 102.08(B) shall provide a proposal guaranty as specified in 102.12(B) and shall include the guaranty with the proposal at the time of submittal.

#### **(B) PAPER SUBMITTAL OF PROPOSAL GUARANTY**

The paper proposal guaranty shall be in the form of either a certified or a cashier's check made payable to Navajo County, or in the form of a surety (bid) bond as noted above in Section 102.12(A).

The surety (bid) bond shall include all of the information on the sample form provided by the Department.

The surety shall provide a current Power of Attorney attached to the surety bond.

Paper proposal guarantees shall be delivered to the Clerk of the Board of Supervisors, Navajo County Governmental Center, P.O. Box 668, 100 E. Code Talkers Drive, Holbrook, AZ, telephone (928) 524-4000.

### **102.13 Withdrawal of Proposals**

*Of the Standard Specifications is revised to read:*

#### **(A) GENERAL**

The bidder may withdraw its bid prior to the time scheduled for submission of bids.

For paper submittals made in accordance with Subsection 102.08(B), a bidder may withdraw its proposal unopened after it has been submitted to the Department, provided its request in writing or by electronic means is received by the Department prior to the time specified for submission of bids.

## **SECTION 103: Award and Execution of Contract**

### **103.01 CONSIDERATION OF PROPOSALS**

*Of the Standard Specifications is revised to read*

After the proposals are publicly opened and read aloud, they will be compared on the basis of the summation of the products of the quantities shown in the bidding schedule by the unit bid prices shown. The bids shall not be open for public inspection until after a contract is awarded.

### **103.02 Interpretation of Proposals**

*Of the Standard Specifications is revised to read:*

The Department will consider the following in interpreting proposals:

- (A)** In the event of a discrepancy between unit bid prices and extension, the unit bid price shall govern. The extended amount for the affected item(s) and the total bid will be computed accordingly.



- (B) Unit prices may show up to two decimal places. Decimal places beyond two will be truncated. The extended amount for the affected item(s) and the total bid will be computed accordingly.
- (C) The Department will not correct errors in unit bid prices, even if it is demonstrated that the error was a clerical error.

## 103.08 Execution of Contract

*Of the Standard Specifications is revised to read:*

The contract shall be signed by the successful bidder and returned, together with a satisfactory bond, within ten calendar days after the date of the Notice of Award Letter.

A notice of award will be issued after the Contract(s) is approved by the Board of Supervisors. The Department will sign the Contract within ten days after receiving the signed contract, bonds, and insurance certificate from the contractor(s). No contract shall be considered as effective until it has been fully executed by all the parties thereto.

## 103.09 Failure to Execute Contract

*Of the Standard Specifications is revised to read:*

Failure to return a signed contract to the Department and file a satisfactory contract bond, as provided herein, within ten calendar days after the date of the Notice of Award Letter, shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder(s) or the work may be re advertised as the Department may decide.

# SECTION 107: Legal Relations and Responsibility to the Public

## 107.01 Laws to be Observed

*Add after the second paragraph of the Standard Specifications:*

The following Equal Opportunity Clause set forth in Section 202; Executive Order No. 11246 shall be made a part of this Contract.

During the performance of this Contract, the Contractor agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or disability. Such action shall include, but not be limited to





the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or disability.

(C) The Contractor will send to each labor union or representatives of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, and regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other actions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Contractor will include the provisions of Paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

## 107.08 Public Convenience and Safety

*Add to the Standard Specifications:*

All personnel shall be clothed in high-visibility clothing when on the job site, except while inside the enclosed cabs of vehicles or equipment. Individuals who are observed not wearing high-visibility outer clothing will be



warned once and allowed to obtain such clothing before they continue working. If the same individual is observed a second time, they will be removed from the job site and not allowed to return that day. A third offense by the same individual will result in the individual being banned from the project.

## SECTION 108 PROSECUTION AND PROGRESS

### 108.02 Start of Work

*Of the Standard Specifications is revised to read:*

Work shall not be started until the contract has been signed and executed by both the contractor and the Department.

The contractor shall begin work within 10 calendar days after the date of the individual Notice to Proceed, or as indicated in the individual Notice to Proceed. Contractor shall give two working days' notice to the County Engineer before starting any work under this contract, unless otherwise indicated in the Notice to Proceed.

Time limits to complete each work order will be specified in the Notice to Proceed.

### 108.06 Character of Workers:

*Add the following after the second paragraph of the Standard Specifications:*

No person under the age of sixteen years for normal occupations, no person under the age of eighteen years in hazardous occupations, and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any work under this Contract. All work within the public right-of-way, and work on and around construction equipment will be considered as a hazardous occupation under the provisions of this contract. The Contractor shall insure all employees meet applicable Federal, State, and local residency laws prior to employment, under this Contract, except in accordance with provisions of law in such cases made and provided.

### 108.08 Determination and Extension of Contract Time

*Replace the first paragraph of the Standard Specifications:*

This will be a 30 Calendar Day contract, commencing on the date issued in the Notice to Proceed.



## SECTION III: PLANS AND DRAWINGS

Design Specifications are located on the Plans and Drawings - Sheets R1 of 2 and R2 of 2 (under separate cover)

## SECTION IV: CONTRACT DOCUMENTS





NAVAJO COUNTY

# CONTRACT

**B20-09-029 LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-  
SNOWFLAKE ROAD**

THIS CONTRACT is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between Navajo County ("County") and \_\_\_\_\_ ("Contractor").

## 1. SCOPE OF WORK:

Contractor shall furnish any and all materials, equipment and labor required for performing all work for LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, NAVAJO COUNTY CONTRACT, #B20-09-029, in accordance with the Contract Documents, in a workmanlike manner to the satisfaction of County through its Engineers.

## 2. CONTRACT DOCUMENTS:

The Contract Documents comprise this Contract and the attached ☒ Notice of Invitation for Bids, ☐ Specifications, ☒ General Provisions, ☐ Special Provisions, ☒ Proposal dated \_\_\_\_\_, ☒ Bidding Schedule, ☒ Bid Bond, ☒ Performance Bond, ☒ No Collusion Affidavit, ☒ Subcontracting Certification, ☒ Contractors Qualifications List, ☒ Plans, and addenda thereto, if any. If there is any conflict in the documents, this Contract shall control over all others; the Specifications shall control over the General Provisions and Special Provisions; and the Special Provisions shall control over the General Provisions.

## 3. NO LIENS / TIME FOR COMPLETION:

Contractor shall furnish all materials, equipment and labor in accordance with the Contract Documents free and clear of all claims, liens and charges whatsoever, within the time, or times, stated in the Proposal.

## 4. CANCELLATION:

This Contract is subject to cancellation pursuant to A.R.S. § 38-511 (concerning conflicts of interest).

## 5. PAYMENTS:

Payment shall be made on the basis of the unit price(s) bid for the awarded items in the Bidding Schedule for Contract #B20-09-029. Contractor shall submit invoices to County for all work performed hereunder. No later than 14 days after each invoice has been verified and approved by the Engineer, County shall pay to Contractor ninety (90%) of the value of said work in place, as approved by the Engineer. The balance of ten percent (10%) shall be retained by the Owner until the time of final payment and acceptance of said work, as per A.R.S. §34-221. The provisions of A.R.S. §34-221 are incorporated herein by this reference and shall control in regard to all matters of payment.

## 6. CERTIFICATIONS:

- a. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations relating to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or any subcontractor's breach of this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County. County may randomly inspect the books and records of Contractor and its subcontractors to verify compliance with this warranty. Contractor and



its subcontractors warrant to keep their books and records open for random inspection by County during normal business hours.

- b. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. The term "scrutinized business operation" shall have the meaning set forth in A.R.S. §§ 35-391 or 35-393, as applicable. Any falsification in regard to this warranty shall be deemed a material breach of the Contract and may result in termination of the Contract by County

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Contract as of the Effective Date.

**NAVAJO COUNTY:**

By: \_\_\_\_\_

Chairman, Board of Supervisors

Attest: \_\_\_\_\_

Clerk of the Board

**CONTRACTOR:**

\_\_\_\_\_  
Company

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

## KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_,  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_ (hereinafter called Surety), a  
corporation duly organized and existing the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_  
\_\_\_\_\_ holding a certificate of authority to transact surety  
business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly  
bound unto Navajo County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT  
AMOUNT) \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof,  
the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee to **LITTLE COLORADO  
RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, NAVAJO COUNTY CONTRACT, #B20-  
09-029**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if  
copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall  
faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said  
contract during the original term of said contract and any extension thereof, with or without notice to the  
Surety, and during the life of any guaranty required under the contract, and shall also perform and fulfill all  
the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized  
modifications of said contract that may hereafter be made, notice of which modifications to the Surety being  
hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article  
2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with  
the provisions of said Title, Chapter and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable  
attorneys' fees as may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Principal

Seal

Phone Number

By: \_\_\_\_\_

Surety

Seal

By: \_\_\_\_\_

Agency of Record

Agency Address: \_\_\_\_\_

Arizona Countersignature

Address



# STATUTORY LABOR AND MATERIALS BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES  
(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

## KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_,  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_  
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of \_\_\_\_\_ with its  
principal office in the City of \_\_\_\_\_ holding a certificate of authority to transact surety business in  
Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Navajo County  
(hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT) \_\_\_\_\_ dollars (\$  
\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has agreed to enter into a certain contract with the Obligee to **LITTLE COLORADO RIVER BRIDGE  
REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, NAVAJO COUNTY CONTRACT, #B20-09-029**, which contract is hereby  
referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully perform and fulfill  
all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract  
and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the  
contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and  
all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety  
being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona  
Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter  
and Article, so the extent as if they were copied at length herein.

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as  
may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Principal

Seal

By: \_\_\_\_\_

Surety

Seal

By: \_\_\_\_\_

Agency of Record

Agency Address:

Arizona Countersignature

Address

Phone Number



B20-09-029

LMB- 1

10/5/2020



# CONTRACT CONSTRUCTION/PERFORMANCE WARRANTY

LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE  
ROAD, Navajo County Contract, #B20-09-029

I, \_\_\_\_\_,  
(Authorized Representative, Print Name and Position)

representing \_\_\_\_\_ do hereby warranty  
(Company Name)

the work performed for the LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, CONTRACT #B20-09-029 for a period of one year from the date set by the County as the date of completion of said work. Said work shall be free from all defects, which would cause the work not to perform in its intended manner.

(Affix Corporate Seal)

( Here )

\_\_\_\_\_  
Contractor (Name of Sole Ownership, Corporation or Partnership)

\_\_\_\_\_  
(Signature and Title of Authorized Representative)

**State of :** (Arizona)

**County of:** (Navajo)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
My commission expires on: \_\_\_\_\_

Notary Public



B20-09-029

CPW-1

10/5/2020



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR JO TRONS-2	DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR AUTO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 UMBRELLA \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000
B	Professional Liab.				1,000,000
A	Valuable Papers				100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED: EXCEPT FOR WORKERS COMPENSATION AND PROFESSIONAL LIABILITY

CERTIFICATE HOLDER	CANCELLATION
Navajo County PO Box 668 Holbrook AZ 86025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZER REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988



B20-09-029

CERT-1

10/5/2020

## SECTION V: BID FORMS

# LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, NAVAJO COUNTY BID #B20-09-029

## BIDDERS CHECKLIST

NOTICE IS HEREBY GIVEN that the following documents shall be completed and/or executed and submitted with this bid. If bidder fails to complete and/or execute any portion of these documents, this bid may be determined to be "non-responsive" and rejected.

## CHECKLIST

REQUIRED DOCUMENT	COMPLETED/EXECUTED
PROPOSAL	_____
BID SCHEDULE	_____
SURETY (BID) BOND	_____
EXECUTED AFFIDAVIT OF NON-COLLUSION	_____
INTENTIONS CONCERNING SUBCONTRACTING	_____
STATEMENT OF PROPOSED EQUIPMENT	_____
CONTRACTORS QUALIFICATIONS	_____

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials/					
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Clerk of the Board of Supervisors of Navajo County and bearing the following statement on the outside of the envelope: Proposal for the **LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County Contract, #B20-09-029.**

All proposals shall be filed with the CLERK OF THE BOARD OF SUPERVISORS at the Navajo County Governmental Center on or before **NOVEMBER 4, 2020 AT 3:00 P.M. LOCAL AZ TIME.**



# PROPOSAL

## TO THE NAVAJO COUNTY BOARD OF SUPERVISORS

Gentlemen:

The following Proposal is made for the **LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County Contract, #B20-09-029**, in the County of Navajo in the State of Arizona. The following Proposal is made on behalf of:

---

---

---

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Navajo County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Special Provisions and forms of Contract and Bond authorized by Navajo County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed, and to accept, as full compensation therefore, the sum of the various products obtained by multiplying each unit price, herein bid for the work or materials on the attached Bidding Schedule, by the quantity thereof actually incorporated in the complete project, as determined by the County Engineer. The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby proposes to perform all quantities of work as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the attached Bidding Schedule.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the Specifications and to give such work personal attention and to secure economic performance.

The undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds and Certificates of Insurance within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to complete the work within 30 calendar days of the Notice to Proceed for each work order, and maintain at all times a Performance Bond and a Labor and Materials Bond, approved by the County Engineer, in an amount equal to one hundred (100) percent of the total work order. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all



obligations incurred, until the work is finally accepted and the provisions of the Plans, Standard Specifications and Special Provisions fulfilled.

A Proposal Guaranty in the amount and character named in the Notice of Invitation for Bids is enclosed amounting to not less than ten percent (10%) of the amount bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Navajo County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

**IF BY A CORPORATION:**

(SEAL)

Corporate Name: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

**IF BY A FIRM OR PARTNERSHIP:**

Firm or Partnership Name: \_\_\_\_\_

Firm or Partnership Address: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name and Address of Each Member: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If by an Individual:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## Bid SCHEDULE

### LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County Bid #B20-09-029

No.	Item	Item Description	Unit	Quantity	Extended Amount
1	Project	Project as Lump Sum	LS	1	
LUMP SUM STRUCTURE (TOTAL OF PRECEDING ITEMS)					

Total Bid (words): \_\_\_\_\_  
and \_\_\_\_\_/100.

All costs to include applicable taxes. The above bid shall be valid for a period of sixty (60) days. It is the responsibility of the bidder to satisfy himself regarding the above quantities. The bidder understands that any quantities stated or implied in the Bid Schedule or elsewhere in the Contract Documents are approximate only, and are subject to increase or decrease. Bidder hereby proposes to perform all quantities of work as either increased or decreased in accordance with the provisions of the Specifications, at the unit prices bid herein.

SUBMITTED BY:

Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# NAVAJO COUNTY

## SURETY (BID) BOND

(PENALTY OF THIS BOND MUST NOT BE LESS THAN TEN PERCENT OF THE TOTAL AMOUNT BID)

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_

as Principal, hereinafter called the Principal, and \_\_\_\_\_

a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the County of Navajo, as Obligee, hereinafter called the Obligee, in the amount of ten percent of the bid, submitted by Principal to the County of Navajo for the work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is herewith submitting its proposal for the "LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County Contract, #B20-09-029."

**NOW THEREFORE**, if the Obligee, acting by and through its Board of Supervisors, shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of ARS §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, we hereunto set our hands and seals:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Address, Attorney-in-Fact

\_\_\_\_\_  
By

\_\_\_\_\_  
Subscribed and sworn to before me

\_\_\_\_\_  
Title

this \_\_\_\_\_ day of \_\_\_\_\_ 2020

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
By Attorney-in-Fact



AFFIDAVIT BY CONTRACTOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT

STATE OF ARIZONA       )  
  )ss  
COUNTY OF:               )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn deposes and says:

That he is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Business)

\_\_\_\_\_ and;

That he is properly pre-qualified by the County of Navajo for bidding on the "LITTLE COLORADO RIVER  
BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County Contract, #B20-09-029".

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any  
action in restraint of free competitive bidding in connection with the above-mentioned project.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public



# CERTIFICATION

## INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on the "LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, Navajo County Contract #B20-09-029, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract. That documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions are on file and available for review.

\_\_\_\_\_ It is my intention to subcontract a portion of the work or use leased/rented equipment. I have attached a list of the subcontractors and suppliers that I have identified at this time.

\_\_\_\_\_ It is not my intention to subcontract a portion of the work.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# STATEMENT of PROPOSED EQUIPMENT

At the time of the submission of bids on the LITTLE COLORADO RIVER BRIDGE REPAIRS LOCATED AT WOODRUFF-SNOWFLAKE ROAD, NAVAJO COUNTY CONTRACT, B20-09-029, my intention is to use the equipment listed below.

In indicating my intention to use certain equipment, this will acknowledge that I can complete the work within the specified time limits by using the listed equipment. I understand that this information will be used in comparing my bid to any others received and may affect the contract award.

Type of Equipment (e.g., Dozer)	Number of Units	Make/Model (e.g., CAT/ D-8)	Size (Volume, Weight, Power)	Year of Manufacture

(Attach a second sheet if needed)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
By: (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# CONTRACTORS QUALIFICATION

## COUNTY BID #B20-09-029

The following projects are a representation that my company/firm and/or subcontractor has sufficient experience in successfully completing at **least three similar projects with structural bolts** in the past 5 years.

### Experience:

Project Name/Location: \_\_\_\_\_

Construction Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner Agency: \_\_\_\_\_

Owner Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Construction Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner Agency: \_\_\_\_\_

Owner Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Name/Location: \_\_\_\_\_

Construction Date: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner Agency: \_\_\_\_\_

Owner Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

